

# Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

August 14, 1991

1-227A024

\$15.00

## FEDERAL EXPRESS

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

RECORDED BY 8418/10  
AUG 15 1991 -1 40 PM  
INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Equipment Trust Series UU

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of August 5, 1991, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8418.

I have enclosed a fee of \$15. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jack E. Jerrett".

JEJ:ccm  
Enclosures

cc: Robert E. Bartos

8/15/91

Interstate Commerce Commission  
Washington, D.C. 20423

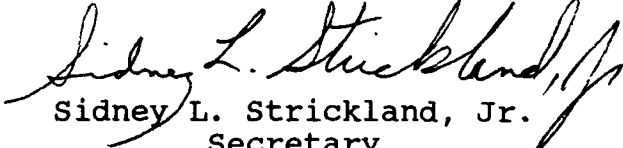
OFFICE OF THE SECRETARY

Jack C. Jeannett  
Senior Corporate Attorney  
Union Pacific Corp.  
Martin Tower Eighth & Easton Avenue  
Bethlehem Pa. 1808

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/15/91 at 1:40 PM, and assigned recordation number(s). 8418-D

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

RECORDATION NO. 8418 D  
AUG 15 1991 -1 40 PM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of August 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on July 22, 1976 and assigned Recordation No. 8418; a Supplemental Agreement, dated as of August 16, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on August 30, 1976 and assigned Recordation No. 8418-A; a Supplemental Agreement, dated as of January 5, 1977, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on January 27, 1977 and assigned Recordation No. 8418-B; and a Supplemental Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 8418-C (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$10,275,000.00 aggregate principal amount

of Missouri Pacific Equipment Trust Series UU Equipment Trust Certificates; and

WHEREAS, on August 1, 1991 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 5<sup>TH</sup> day of August, 1991.

CHEMICAL BANK,  
As Trustee

By: R. Lorenzen

R. LORENZEN Senior Trust Officer

Attest:

K. Plein  
K. Plein - Assistant Secretary

STATE OF NEW YORK


)

) ss.:

COUNTY OF NEW YORK

)

On this 5<sup>TH</sup> day of August, 1991, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a ~~Senior Trust Officer~~ of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

  
Notary Public

EMILY FAYAN  
Notary Public, State of New York  
No. 24-4737006  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires December 31, 1991

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST AGREEMENT DATED AUGUST 1, 1976  
DESCRIPTION OF EQUIPMENT AS OF JUNE 30, 1991  
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1 3000 H.P. LOCOMOTIVES  
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MP6019

14 3000 HP LOCOMOTIVES  
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UP3905--UP3918, INCLUSIVE

84 100 TON WOODCHIP CARS  
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MP592400--MP592404, INCLUSIVE  
MP592406--MP592407, INCLUSIVE  
MP592409--MP592411, INCLUSIVE  
MP592413--MP592424, INCLUSIVE  
MP592426--MP592434, INCLUSIVE  
MP592436--MP592437, INCLUSIVE  
MP592439--MP592440, INCLUSIVE  
MP592442--MP592444, INCLUSIVE  
MP592446--MP592448, INCLUSIVE  
MP592450--MP592452, INCLUSIVE  
MP592454--MP592457, INCLUSIVE  
MP592459--MP592464, INCLUSIVE  
MP592466--MP592483, INCLUSIVE  
MP592485  
MP592487--MP592490, INCLUSIVE  
MP592492--MP592495, INCLUSIVE  
MP592498--MP592499, INCLUSIVE  
MP592408

5 70 TON BOX CARS  
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MP269055--MP269059, INCLUSIVE

17 100 TON OPEN HOPPER CARS  
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MP706681--MP706683, INCLUSIVE  
MP706685--MP706694, INCLUSIVE  
MP706696--MP706699, INCLUSIVE

1 100 TON HOPPPER CARS  
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MP582471